PELLIER PROPERTY

Box .....
Index No. .....

This Abstract MUST be returned at once to
JAS. A. CLAYTON & CO.

ABSTRACT OF TITLE
OF PROPERTY OF

George A. Newhall
Pellier

1893

ABSTRACT OF TITLE

TO

The property of
Geo. A. Newhall
S.W. corner of
San Pedro and
Divine Streets
in the

CITY OF SAN JOSE,

COUNTY OF SANTA CLARA,

STATE OF CALIFORNIA,

As Shown by the Records of Said County.

Dated March 24th 1905

MADE AT THE REQUEST OF

Jas. A. Clayton & Co.

San Jose Abstract Company,

INCORPORATED—APRIL, 1891.

BANK OF SAN JOSE BUILDING,

Abstract of Title.

TO

All that parcel of land situate in the City of San Jose County of Santa Clara, State of California, described as follows:-

Commencing at the point of intersection of the Westerly line of San Pedro Street with the Southerly line of Divine Street; running thence Westerly along said Southerly line of Divine Street 200 feet; thence at right angles Southerly 122.84 feet; thence at right angles Easterly 50 feet; thence at right angles Southerly 18.84 feet; thence at right angles Easterly 150 feet to the said Westerly line of San Pedro Street; and thence Northerly along said Westerly line of San Pedro Street 141.68 feet to the point of commencement.

Subsequent to the dates of respective Deeds from Ransom G. Moody, President of the Board of Trustees of the City of San Jose, To Louis Pellier, and from Sherman O. Houghton et al, as the Board of Commissioners of the Funded Debt of the City of San Jose To Edward P. Reed.

A B S T R A C T

of the

P U E B L O T I T L E

Derived under the Acts of the Legislature of the

S T A T E OF C A L I F O R N I A

through the

COMMISSIONERS OF THE FUNDED DEBT

of the

CITY OF SAN JOSE.

-oOo-

H I S T O R Y.

The Mayor and Common Council of the City of San Jose, claimants for lands described by boundaries granted July 22, 1778 by Felipe de Neve, Governor of the Province of Upper California, to the Pueblo of San Jose de Guadalupe.

Claim filed July 14, 1852 Confirmed by the Board of Land Commissioners February 5th, 1856. Appeal taken August 6th, 1857 Confirmed by the District Court November 26, 1859 Appeal on behalf of the U. S. Granted February 16th, 1860 Decree of Final Confirmation entered in the U. S. District Court June 13th, 1866.

REFERENCE TO STATUTES OF THE STATE OF CALIFORNIA.

Statutes of 1856-Chapter CXXXVI.

An Act to Authorize the Funding of the Debt of the City of San Jose, and to Provide for the Payment of the Same.

(Approved April 19, 1856.)

Statutes of 1858, Chapter CCXXXIII.

An Act to Authorize the Funding of the Unfunded Debt of the City of San Jose, and to Provide for the Payment of the Same.

(Approved April 21, 1858)

REFERENCE TO PROCEEDINGS OF THE BOARD OF TRUSTEES OF THE CITY OF SAN JOSE.

-oOo-

May 17, 1858- Resignation of Thomas Fallon accepted.

(Page 265)

June 10, 1858- Election of S. O. Houghton to fill vacancy created by resignation of Thomas Fallon.

(Page 266)

June 16, 1858- Bond of William Daniels, James C. Cobb and Sherman O. Houghton, in the penal sum of $15,000 filed.

(This bond is not approved by any person or Court.)

Oath of Office taken before J. R. Weller, J. P. (of Milpitas Township) June 11, 1858.

August 2, 1858- The "Ordinance to carry into effect the Act concerning the Funding of the Unfunded Debt of the City of San Jose, approved April 21, 1858" was taken up, amended and adopted.

(Page 269)

-oOo-

The City of San Jose,
By Peter O. Minor,
President of the Board of Trustees
To
William Daniels,
James C. Cobb, and
S. O. Houghton,
Commissioners of the Funded Debt
of the City of San Jose.

D E E D.

Dated. August 4, 1858.

Cons: Premises.

Whereas, William Daniels, James C. Cobb and Sherman O. Houghton, have duly qualified as Commissioners of the Funded Debt of the City of San Jose, in accordance with the requirements of an Act of the Legislature of the State of California, approved April 21, 1858, entitled "An Act to Authorize the Funding of the Unfunded Debt of the City of San Jose, and to provide for the payment of the same," and whereas, the Board of Trustees of the City of San Jose, did on August 2, 1858, by an ordinance passed by them and duly approved August 2, 1858 authorize, empower and direct P. O. Minor, President of the Board of Trustees, to make, execute, acknowledge and deliver to said Commissioners, a deed of conveyance, conveying to said Commissioners all the property, and right, titles and interest in property belonging to said City, together with the lands, and rights in lands or claims to the same, held or owned by the former Pueblo de San Jose de Guadalupe, and all the Pueblo rights of said Pueblo, in trust for the payment of the debts of said City; and now, therefore I, Peter O. Minor, President of the Board of Trustees of the City of

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

San Jose, in behalf of said City, by virtue of the authority conferred upon me by said ordinance, in consideration of the premises, grant, bargain, sell and convey unto William Daniels, James C. Cobb and S. O. Houghton, Commissioners of the Funded Debt of the City of San Jose, and to their successors in office, all those certain lands lying in the County of Santa Clara, State of California to wit: All the property, and right, titles and interests in property belonging to said City, together with the lands and rights in lands, or claims to the same held or owned by the former Pueblo de San Jose De Guadalupe, and all the Pueblo Rights of said Pueblo, upon trust to sell and dispose of the same in such manner as they may deem the best interests of said City require, and apply all the moneys which shall be received by them from the sales of said lands to the payment of the Funded Debt of the City of San Jose, after paying the necessary expenses of said Board of Commissioners.

Acknd. August 23, 1858.

Before John B. Hewson,

County Clerk of Santa Clara County.

Recorded. September 4, 1858.

Liber "L" of Deeds, Page 672.

REFERENCE TO STATUTES OF THE STATE OF CALIFORNIA.

Statutes of 1859- Chapter XCII.

An Act supplementary to and amendatory of "An Act to Authorize the Funding of the Unfunded Debt of the City of San Jose, and to provide for the payment of the same" approved April 21, 1858.

(Approved March 7, 1859)

-oOo-

REFERENCE TO PROCEEDINGS OF THE COMMON COUNCIL OF THE CITY OF SAN JOSE.

May 2, 1859- Resignation of William Daniels as one of the Board of Commissioners of the Funded Debt offered and accepted.

(Page 265)

May 9, 1859- Clerk instructed to present resignation of William Daniels, and request him (Daniels) to direct it properly.

(Page 296)

May 14, 1859- William Daniels Released from his bond as one of the Commissioners of the Funded Debt.

(Page 298)

June 6, 1859- Lawrence Archer elected to fill vacancy created by the resignation of William Daniels.

(Page 300)

June 24, 1859- Bond of James C. Cobb, Sherman O. Houghton and Lawrence Archer in the penal sum of $15,000.(No endorsement or memorandum of filing.)

-oOo-

Oath of Office annexed, sworn to before Thomas Fallon, Mayor, June 24, 1859.

February 3, 1861 "Resignation of Mr. Archer as a member of the Board of Fund Commissioners was accepted, and Judge Daniels unanimously chosen to fill the vacancy."

(Page 376)

February---, 1861 Bond of J. C. Cobb, S. O. Houghton and William Daniels. Oath of Office taken by Daniels before R. B. Buckner, Mayor of the City of San Jose.

-oOo-

REFERENCE TO STATUTES OF THE STATE OF CALIFORNIA.

Statutes of 1862-Chapter CXXVI.

An Act supplementary to an Act entitled "An Act to authorize the Funding of the Unfunded Debt of the City of San Jose, and to provide for the payment of the same, approved April 21, 1858."

(Approved April 8, 1862.)

Statutes of 1863- Chapter CXLII.

An Act to amend an Act entitled "An Act to Authorize the Funding of the Unfunded Debt of the City of San Jose, and to provide for the payment of the same, approved April 21, 1858".

(Approved April 6, 1863)

-oOo-

REFERENCE TO PROCEEDINGS OF THE COMMON COUNCIL OF THE CITY OF SAN JOSE.

November 14, 1864 Resignation of S. O. Houghton, one of the Board of Commissioners of the Funded Debt of the City of San Jose Presented and laid over.

(Page 241)

November 15, 1864- Resignation of S. O. Houghton as one of the Board of Commissioners of the Funded Debt of the City of San Jose accepted. Ordinance passed and approved appointing Francis E. Spencer a Commissioner of the Funded Debt of the City of San Jose.

(Page 242)

November 25, 1864- Bond of William Daniels, James C. Cobb and Francis E. Spencer in the penal sum of $15,000.

Oath of Office (of all appended, sworn to before Jas. A. Clayton, County Clerk, Santa Clara County.)

-oOo-

REFERENCE TO STATUTES OF THE STATE OF CALIFORNIA.

Statutes of 1866 Chapter XXIX.

An Act to Abolish the Board of Commissioners of the Funded Debt of the City of San Jose.

(Approved January 17, 1866)

-oOo-

Francis E. Spencer,
James C. Cobb and
William Daniels,
Commissioners of the Funded Debt
of the City of San Jose.

To

The Mayor and Common Council
of the City of San Jose, and
their successors in office.

D E E D.

Dated. January 26, 1866.

Cons: Authority Conferred
and $1.

Whereas all of the indebtedness of the City of San Jose which existed on the 21st day of April 1858, and all of the indebtedness of said City, which was authorized to be funded by virtue of an Act approved April 21st, 1858, has been fully paid; and whereas, the Legislature of the State of California passed "An Act entitled an Act to Abolish the Board of Commissioners of the Funded Debt of the City of San Jose." Approved January 17th, 1866, wherein it is expressly provided that said Commissioners, or a majority thereof, are required to convey to the Mayor and Common Council of the City of San Jose, on the application of the Mayor thereof, all the property and rights, titles and interest in property belonging to said Commissioners, together with lands and rights in lands, or claims to the same, held or owned by the former Pueblo de San Jose, and whereas, the said Mayor of the City of San Jose, did January 25th, 1866 make a demand on said Board of Commissioners of the Funded Debt requiring said Board to make, execute and deliver a proper deed of conveyance from said

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

board to said "Mayor and Common Council" of all the property, rights, titles and interests in property belonging to said Commissioners which remained in their hands unsold on the 17th day of January A. D. 1866.

Now, Therefore, do grant, bargain, sell and convey unto the "Mayor and Common Council of the City of San Jose," and their successors in Office, in trust for the use and benefit of said City and the Citizen's thereof, all those certain lands lying in the County of Santa Clara, State of California, to wit:- All the property belonging to said Commissioners as such rights, titles and interests in all the lands and claims to any and all the lands held or owned by the former Pueblo de San Jose de Guadalupe, meaning thereby all right, title, claim and interest in the property and lands aforesaid acquired by said Board of Commissioners by a certain deed of conveyance to said Board made and executed by P. O. Minor as President of the Board of Trustees of the City of San Jose, dated on the 4th day of August A. D. 1858, and recorded in Book L of Deeds, Page 672 etc. in the Office of the Recorder of the County of Santa Clara, excepting from this conveyance however, all such lands as may have been heretofore sold to private persons by said Commissioners.

Acknd. February 3, 1866.

Before Charles G. Thomas N. P.

Recorded. February 6, 1866.

Liber "U" of Deeds, Page 589.

REFERENCE TO STATUTES OF THE STATE OF CALIFORNIA.

An Act to re-incorporate the City of San Jose.

(Approved March 17, 1866.)

The United States of America

—— TO ——

The Mayor and Common Council

of the City of San Jose,

their successors and assigns

P A T E N T.

Dated June 4,1884.

Do give and grant unto the said Mayor and Common Council of the City of San Jose, their successors and assigns the tract of land embraced in the foregoing survey (embracing within its exterior boundaries the property under search)

TO HAVE AND TO HOLD, &c.

(Signed) By the President,

Chester A. Arthur.

By Wm. H. Crook, Secretary.

Recorded in Vol.12, Page 341 to 426 inclusive.

S. W. Clark, Recorder of the General Land Office.

Recorded July 11,1884.

Liber D of Patents, Page 12.

SAN JOSE ABSTRACT COMPANY,
SAN JOSE, CAL.

11.

Ransom G. Moody,

President of the Board of

Trustees of the City of San Jose, on

behalf of said City as by an

Ordinance of said Board

approved March 24, 1858.

— To —

Louis Pellier

D E E D

Dated March 30, 1858

Cons. $1.00

Does remise, release and quit claim unto the second party and his heirs and assigns forever, all that parcel of land situate within the chartered limits of said City of San Jose, in the County of Santa Clara, comprising 8 acres of land more or less, and described as follows:-

Bounded North by lands of Romana M. Flores and Thomas Douglass; South by Chavolla Alley and lands of Joseph Evans and Daniel Van Pelt; East by Romana M. Flores and Domingo Prieto's lands and West by Thomas Douglass' land.

(Copy of Acknowledgment)

State of California)
: ss
County of Santa Clara)

On this Thirty-first day of March A.D. 1858, before me Thomas Bodley, a Notary Public duly appointed and commissioned under the great seal of the State of California, authorized by law to take acknowledgments ,dwelling in the City of San Jose, County aforesaid, came R.G.Moody, President of the Board of Trustees of the City of San Jose, to me personally known to be the individual described in and who executed the within instrument, and acknowledged that he

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

executed the same for the purposes therein mentioned of his own free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

(Seal) Thos. Bodley, Notary Public.

Recorded April 5, 1858

Liber L of Deeds, page 503

N O T E:-

A certified copy of the Ordinance passed by the Board of Trustees of the City of San Jose on March 22,1858 (which said Ordinance was duly approved on March 24, 1858) authorizing foregoing conveyance, was recorded in the Office of the County Recorder of the County of Santa Clara,State of California, on April 5, 1858 in Liber A of Miscellaneous Records, page 152.

Rosaria Bernal Hernandez

A F F I D A V I T

Dated April 19, 1858

In the Spanish language, of which the following is a translation.

San Jose, April 19, 1858.

Whereas, Mrs. Romana M. Flores undertakes to reclaim as her property a part of the land of Louis Pellier, situated adjoining to the land of said Lady in the City of San Jose County of Santa Clara, and State of California, and whereas I desire to act in good faith towards with the said Pellier, protecting him in the enjoyment of his property in that which to me may be feasible, notwithstanding the bad intentions of other persons, be they whomsoever they may, I declare under oath that the aforesaid Dona Romana sold to me, between the years 1843 and 1847, the same land "and like wise much more" which she undertakes to reclaim as hers from the said Pellier, for sum of two hundred dollars, which amount I paid at the time of said purchase; the same which I declare now, and will always declare as well in law as outside of it.

Rosaria Bernal Hernandez

her X Cross.

Witness:

Joseph H. Scull.

The words "and likewise much more" interlined before signing.

Sworn and Subscribed before me this 19th day of April, 1858.

Isaac Foster, J.P.

Recorded April 20, 1858

Liber A of Miscellaneous, page 153

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

14.

Rosario Bernal Hernandez

To

Louis Pellier

D E E D

Dated May 29, 1858

Cons. $150.00

Does remise, release and quit claim unto the second party, and his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, Containing 8 acres more or less and described as follows, to wit:-

Bounded on the East by land of Domingo Prieto and by land of Romana M. Flores, on the West by land formerly belonging to Augustin Chavolla, now to said Pellier, by land formerly belonging to Gervasio Chavolla, now to said Pellier and by land formerly belonging to Conception Martinez now to Thomas Douglass, on the North by land of Ellen E. White, and on the South by an alley called "Chavolla Alley" which separates it from the Peralta Orchard and being the same land heretofore conveyed to first party by Romana M. Flores for a valuable consideration in hand then duly paid to said Romana M. Flores.

Acknd. May 29, 1858

By Rosario Bernal Hernandez (as though a single woman)

Before Thos. Bodley, N.P.

Recorded June 1, 1858

Liber L of Deeds, page 572

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL

15

T R A N S L A T I O N.

-oOo-

Maxsimo Martinez and

Damiana Padilla

— To —

Mr. Andres Martinez

D E E D

Dated April 25, 1859

In the Spanish language of which the following is a translation.

CONS. $1.00

Know all men by these presents that we, Maxsimo Martinez and Damiana Padilla, both of the County of Santa Clara, State of California, for and in consideration of one dolar lawful and current money of the United States paid to us by Andres Martinez of the County of Santa Clara, State of California, and the receipt whereof we hereby fully acknowledge before the ensealing and delivery of these presents, have granted, bargain, sold and aliened for ourselves, our children and successors forever, and by these presents we grant, bargain, sell and alienate to the said Don Andres Martinez, his heirs and successors forever, all that certain piece of land, situated in the Town of San Jose, Guadalupe, in the County and State aforesaid, and which piece of land is bounded and described as follows: on the North and East by the land of Romana Martinez and Market Street; on the South by the lands of Marco Chavolla, and on the West by the lands of Ygnatius Archuleta, and Conception Martinez. Said piece of land I obtained by inheritance from my deceased Father,

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

16.

Jose Maria Martinez, the same which was conceded to him by the Spanish Government, for the consideration aforesaid, we sell to the said Andres Martinez the aforesaid piece of land, and therewith concede all and singular the improvements and future benefits thereunto belonging or in any manner appertaining, with all the future benefits of sale and increase of value belonging thereto, and also with all the right, title and interest, estate and property, possession and claim which may belong to us, as well in law as in equity in and to each and every part of the above described property with all its appurtenances, which in any way may belong thereto in all of the aforesaid property with all its appurtenances unto the said Don Andres Martinez, his heirs and successors forever.

In Testimony Whereof, we sign with our hands and seals the 25th.day of April 1859 in the Town of S.Jose.

Maxsimo Martinez (Seal)

His X Mark.

her
Damiana X Padilla (Seal)
mark

Acknd. April 25,1859.

By Maxsimo Martinez and Damiana Padilla,his wife,

Before Sherman O.Houghton, N.P.

Recorded (at 10 o'clock A.M.) April 26,1859.

Book M of Deeds, Page 283.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Andres Martinez

— To —

David Flores

D E E D

Dated October 25, 1859

In the Spanish language, of which the following is a translation.

Cons. $1.00

Know all men by these presents, that I, Andres Martines of the County of Santa Clara, State of California, for and in consideration of one dollar lawful money of the United States of America, to me in hand paid by David Flores of the County and State aforesaid, the receipt whereof is hereby fully confessed and acknowledged before the ensealing and signing these presents, have granted, bargained, sold and alienated forever, for myself, my heirs and successors, and by these presents do grant, bargain, sell and alienate to the to the said Mr. David Flores, his heirs and successors forever, all that certain piece of land situated in the Town of San Jose Guadalupe, in the County of Santa Clara aforesaid, which piece of land is better described and bounded as follows: On the North and East by the lands of Romana Martinez and Market Street; on the South by the lands of Mark Chabolla, and on the West by the lands of Ygnatius Archaleta and Conception Martinez, together with all the improvements thereon situate and thereto belonging and also which may thereto belong, with all the rights, rents, in the future thereto belonging, and also all the concession, title and interest, estate, possession and claim which to me may belong as well in law as in Equity, in each and every and all parts of the above described property, with all the appurtenances,

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

unto the said David Flores, his heirs and successors forever. In Witness Whereof, we sign with my hand and seal this 25th day of Oct. in the year 1859 in the Town of S.Jose."

his
Andres X Martinez (Seal)
Mark

In presence of

Thomas Pastor.

Acknd. April 25, 1859

Before Sherman O.Houghton, N.P.

Recorded April 26, 1859

at 10 5/60 o'clock A.M.

Book M of Deeds, page 283

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

David Flores

— To —

Marcos Gasiboda and

Antonia Flores

D E E D

Dated April 25, 1859

In the Spanish language, of which the following is a translation.

Cons. $1200.00

This indenture made this 25th day of April 1859, between David Flores of the County of Santa Clara, State of California party of the first part and Marcos Gasiboda and Antonia Flores, likewise of the County and State aforesaid, parties of the second part. Witnesseth, that the party of the first part, for and in consideration of one thousand two hundred dollars, lawful money of the United States of America, paid to the satisfaction of the party of the first part, grants, bargains, sells and alienates, for himself and his successors and by these presents does grant, bargain, sell and convey to the parties of the second part, their heirs and successors forever, all that certain piece of land, situated in the Town of San Jose, Guadalupe, which piece of land is bounded on the North and East by the lands of Romana Martinez and Market Street on the South by the lands of Marco Chabolla, and on the West by the lands of Ignatius Archuleta and Conception Martinez, which lands were granted to Mr. Joseph Maria Martinez by the Spanish Government, exactly for the consideration aforesaid, the party of the first part sells the aforesaid piece of land with all the improvements and additions thereunto belonging or that may thereto appertain with all future rights and benefits therein, also

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

that of the grant, title, interest, estate and property with possession and whatever right or title, the party of the first part may hereafter acquire as well in law as in equity, in every one and all parts in the hereinbefore described property with all the appurtenances thereto belonging to the parties of the second part Mr. Marcos Gasiboda and Mrs. Antonia Flores, their heirs and successors forever. In Witness whereof the party of the first part has hereto placed his mark and seal with his own hand this 25th day of April 1859. in the Town of San Jose.

his
David X Flores
mark

Witness: Thomas Pastor.

Acknd. April 25, 1859

Before Sherman O. Houghton, N.P.

Recorded April 26, 1859

at 10 10/60 o'clock A.M.

Book M of Deeds, page 284.

3rd DISTRICT COURT, SANTA CLARA COUNTY

Mark Gassivoda and
Antonia Flores de Gassivoda
— vs —
Louis Pellier

Reg. C. Page 324 Case 1304.

1860	
Mch. 19	Complaint filed. To recover the possession of all that piece of land situate in the City of San Jose, County of Santa Clara, and bounded as follows: on the North and East by the lands of Romana Martinez and Market Street, on the South by the lands of Marco Chavolla and on the West by the lands of Ignacio Archuleta, and Concepcion Martinez, which land was granted to Jose Maria Martinez by the Spanish Government and for $10000.00 damages for the unlawful withholding of the same. J. Alexander Yoell and Lawrence Archer, Attorneys for Plaintiffs.
Mch. 26	Summons issued.
Mch. 30	Summons returned served and filed.
Apl. 7	Answer of defendant filed. Denies each and every allegation in Plaintiffs' Complaint contained.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1860	
Sept. 6	Jury chosen, empannelled and sworn. Evidence heard. Motion for non-suit overrulled and exceptions taken.
Sept. 7	Evidence closed. Arguments of Counsel heard. Jury charged.
Sept. 7	Verdict of Jury filed (as follows) San Jose, September 7th, 1860 We the Jury find for the Plaintiff. H.H.Winchell, Foreman.
Sept. 7	order that Judgment be entered in accordance with Verdict entered.
Sept. 7	Judgment on Verdict entered and filed. Judgment recorded in Judgment Book C page 189.
Sept. 7	Roll filed. Judgment Docketed.
Sept. 8	Memoranda of Costs and Disbursements filed.
1861	
Feb. 15	Order vacating and setting aside Judgment and Verdict of Jury and granting defendant a new trial, filed.
Sept. 6	Motion and order granting Plaintiffs leave to amend complaint upon payment of costs and allowing defendant 10 days to answer thereto.
Sept. 6	Amendment to Complaint filed. Alters original complaint by striking out the description of the property therein, and

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL

1861	inserting the following, "to wit: being on the West side of Market Street in the City of San Jose North of San Augustine Street, commencing at the corner of a fence, being the most Northern corner of that portion of Pellier's enclosure, which lies South of the old Acequia,and running thence along a tight board fence between lands occupied by Pellier and Gassivoda S. 69° W. 200 yards more or less to a clump of Willows, thence S. 50° 31' E. 200 yards more or less to a clump of willows standing upon the West side of the lane passing Pelliers House; thence Easterly along said lane 20 yards more or less to the Old Acequia; thence Northerly along said Acequia to Gassivoda's picket fence; thence along said fence to the place of beginning."
Sept. 13	Answer to Amended Complaint filed.
Sept. 17	Order continuing cause and granting Plaintiffs 10 days in which to reply to answer of defendant.
1862	
Jan. 16	Demurrer of Plaintiffs to Defendants Answer to Amended Complaint sustained, to which ruling Counsel for Defendant excepts.
Jan. 16	Motion and order allowing Defendant 10 days in which to file amended answer.
Jan. 21	Amended Answer of Defendant to Plaintiffs Amended Complaint filed.

1862	
May 5	Demurrer of Plaintiffs to portion of Amended Answer of Defendant argued, submitted and sustained, to which ruling Counsel for Defendant excepted.
Sept. 5	Order (upon Affidavit of Defendant) continuing cause for the term upon payment of all costs at this term by defendant.
Sept. 8	Bill of Costs filed.
Sept. 13	Motion to strike out Plaintiffs Bill of Costs argued and denied.
1863	
Jan. 7	Jury chosen, empannelled and sworn. Evidence of certain witnesses heard and cause continued for further hearing until January 8, 1863.
Jan. 8	Further hearing had. Motion of Counsel for Defendant for non suit overrulled, exceptions taken, and cause continued to January 9, 1863 for further hearing.
Jan. 9	Testimony closed. Cause argued and continued to January 10, 1863.
Jan. 10	Cause argued. Jury instructed. Jury discharged, being unable to agree.
May 5	Jury chosen, empannelled and sworn. Testimony of certain witnesses heard and cause continued to May 6, 1863.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1863	
May 6	Further hearing had and cause continued to May 7, 1863.
May 7	Evidence closed. Cause argued.
May 7	Instructions asked by Defendant, filed.
May 7	Jury instructed.
May 7	Verdict of Jury entered as follows: "We the jury find for the defendant. Jos. R. Johnson, Foreman"
May 7	Order for Judgment.
May 8	Judgment on Verdict entered in favor of Defendant. Judgment recorded in Judgment Book C Page 455.
May 8	Roll filed. Judgment Docketed.
May 9	Cost Bill filed.
May 11	Motion for New Trial filed. Order granting Plaintiff 20 days within which to prepare and file statement on Motion for New Trial, and that defendant have 20 days from the filing and service of said statement, within which to prepare and file amendments thereto. Nothing further.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Louis Pellier and
Constance B. Pellier,
his wife

— To —

Thaddeus W. Spring

D E E D

Dated March 16, 1868

Cons. $1460.00

Stamp $1.50 Cancelled

Do grant, bargain and sell, convey and confirm unto the second party, and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, forming and being a portion of the enclosed premises upon which the first parties now reside, and described as follows:

Beginning at a point on the West side of San Pedro Street at a plank fence dividing the lands of the said Pellier from the lands of Edward P. Reed, said point being about 352 1/3 feet from the South line of Julian Street, where it intersects with San Pedro Street; thence running Southerly along and with the West line of San Pedro Street 50 feet; thence South Westerly and at right angles with the West line of San Pedro Street 150 feet; thence at right angles and parallel with the line of San Pedro Street in a North Westerly direction 96.10 feet more or less to the board fence on the line dividing the lands of said Pellier and said E.P. Reed, and being the Northerly line of the land of said Pellier; thence Easterly along and with the said board fence and the dividing line of said Pellier and said Reed to San Pedro Street at the point of beginning, and about 156.90 feet on

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

said North line of said Pellier; the same containing about 0.2515 acres of land.

Being the same land surveyed for said Thaddeus W. Spring by J.H.Pieper, City Surveyor March 14, 1868.

Acknd. March 17, 1868

Before Charles G. Thomas, N.P.

Recorded March 17, 1868

Liber 8 of Deeds, page 486

Louis Pellier
T. W. Spring and
Edward P. Reed

—— To ——

The Mayor and Common Council
of the City of San Jose, in trust
for the City of San Jose

D E E D

Dated November 23,1868

Cons. $1.00

Stamp 50 Cts. Cancelled

Do remise, release and quit claim unto the second party and to their heirs and assigns forever, all that tract of land in the City of San Jose, County of Santa Clara, described as follows:-

Commencing at a point on the West side of San Pedro St. 245.66 feet Southerly from the South line of Julian Street and running Westerly and parallel with Julian Street 422 feet; thence Southerly and parallel with San Pedro Street 60 feet; thence Easterly and parallel with Julian Street 422 feet to the West line of San Pedro Street; thence Northerly along the West line of San Pedro Street 60 feet to the place of beginning.

For a public street to be called Divine St.

It being expressly understood and agreed that no part of the land of E.P.Reed between San Pedro St. and Market St. in a line with Divine St. is appropriated as a Street.

Acknd. November 30, 1868

Before James R. Lowe, Jr. N.P.

Recorded December 16,1868

Liber 10 of Deeds, page 120

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL

29.

Louis Pellier, and

Constance B. Pellier, his wife,

— TO —

Thaddeus W. Spring

D E E D.

Dated February 15,1869.

Cons: $1500.00.

Stamp $1.50 cancelled.

Do grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all that lot of land situate in the City of San Jose, County of Santa Clara, and known as a part of the Pellier Tract, and described as follows:-

Commencing on the Westerly side of San Pedro Street at the South Easterly corner of said T.W.Spring's land (heretofore, to wit: on the 16th.day of March 1868 conveyed to him by said Pellier and wife) and running thence South Easterly along the Westerly side of said San Pedro Street 50 feet; thence at right angles to said Street South Westerly 150 feet; thence at right angles North Westerly 50 feet to the lands of said Spring; thence at right angles North Easterly along the lands of said Spring 150 feet to the place of beginning.

Acknd. February 15,1869.

Before James R.Lowe, Jr., N.P.

Recorded February 15,1869.

Liber 12 of Deeds, Page 580.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Louis Pellier

— TO —

Pierre Pellier

D E E D.

Dated November 25,1871.

Cons: $15,000.00.

Stamp $15.00 cancelled.

Does grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, described as follows:-

Commencing at the North Westerly corner of San Pedro Street and Chavolla Alley; thence Northerly along San Pedro Street to the land heretofore sold by the party of the first part to William Abel; thence Westerly at right angles with San Pedro Street along the line of said Abel's land to the South Westerly corner thereof; thence at right angles Northerly to the line of land formerly owned by Romana M.Flores; thence North Westerly along the line of said Flores land and the land of Thomas Douglas to the intersection of said line with the Easterly line of said Douglas' land, being the North Westerly corner of the land of the party of the first part; thence Southerly along said Easterly line of said Douglas' land to the land formerly owned by J.C.Murphy; thence Easterly in a straight line to the North Easterly corner of land of Mrs.A.Bassler; thence Southerly along the Easterly line of Mrs.Bassler's land to Chavolla Alley and thence Easterly along said Chavolla Alley to the place of beginning.

Acknd. November 25,1871.

Before Jos.W.Lovell, N.P.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

(over)

3/.

Recorded November 25, 1871.

Liber 23 of Deeds, Page 81.

Louis Pellier

— TO —

William Abel

(Shown for boundary)

D E E D.

Dated February 1,1869.

Cons: $1500.00.

Stamp $1.50 cancelled.

Does grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:-

Commencing on the South Westerly line of San Pedro Street in the City of San Jose, at a point 50 feet South Easterly from the most Easterly corner of the lot heretofore sold by first party to T.W.Spring; and running thence in a South Easterly direction along the said line of said Street 50 feet; thence at right angles South Westerly 150 feet; thence North Westerly parallel with said line of said Street 50 feet; and thence at right angles with said line of said Street North Easterly 150 feet to the place of beginning.

Acknd. February 3,1869.

Before C.C.Stephens, N.P.

Recorded February 3,1869.

Liber 11 of Deeds, Page 624.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

L. Pellier

—— TO ——

William Abel

(Shown for boundary)

D E E D.

Dated August 15,1870.

Cons: $2500.00.

Stamp $2.50 cancelled.

Does grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:-

Beginning at a point on the Westerly line of San Pedro Street where the Northerly line of St.James Street when prolonged Westerly will intersect the same; thence running Northerly along the said Westerly line of San Pedro Street 52.90 feet to the South line of the premises of the party of the second part; thence at right angles Westerly and along the Southerly line of said premises 150 feet; thence at right angles Southerly and parallel with San Pedro Street 52.90 feet to the said North line of St.James Street; and thence Easterly and along the said Northerly line of St. James Street when prolonged 150 feet to the place of beginning.

Acknd. August 15,1870.

Before John S.Bentley, N.P.

Recorded August 16,1870.

Liber 19 of Deeds, Page 34.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Pierre Pellier

— VS.— THIRD DISTRICT COURT.

Louis Pellier

REG. F. PAGE 77 CASE 3514.

1871

Dec.5 Complaint filed.

To recover possession of all that parcel of land situate in the City of San Jose, County of Santa Clara, described as follows:-

(Same as in Liber 23 of Deeds, Page 81. Pellier to Pellier)

W.H.Collins, Plaintiff's Attorney,

Dec.5 Summons issued.

1872

Jany.3 Petition of Constance Pellier in Intervention filed. D.M.Delmas, Attorney for Intervenor.

Jany.16 Action dismissed by order of Plaintiff's Attorney.

Jany.26 Order denying motion of D.M.Delmas, Attorney for Intervenor for an order setting aside and vacating the dismissal entered by the Clerk in this cause.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Constance Pellier

DECLARATION OF HOMESTEAD.

Dated December 11,1871.

Certifies and declares that she is married and resides with her family on the lot of land and premises situate in the City of San Jose, County of Santa Clara, described as follows:

(Same as in Liber 23 of Deeds, Page 81.Pellier to Pellier)

That it is her intention to use and claim said lot of land and premises together with the dwelling house thereon and its appurtenances as a Homestead.

Selects and claims the same as a Homestead.

Acknd. December 11,1871.

By Constance Pellier,wife of Louis Pellier,

Before Jos.R.Johnson, County Recorder,

By Theo.W.Thomson, Deputy.

Recorded December 11,1871.

Liber B of Homesteads,Page 522.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Constance Pellier

___ VS. ___ 3rd.District Court.

Louis Pellier,

Pierre Pellier,

and Louis A. Pellier

REG. F. PAGE 83. CASE 3526.

1871

Dec.18 Complaint filed.

Plaintiff alleges that she and the defendant Louis Pellier were lawfully married on June __ 1860, and ever since that time have been and still are husband and wife. That said defendant is possessed of property consisting principally of Real Estate in Santa Clara County, to an amount of about $40,000.00.

That for another cause of action against the said defendant Louis Pellier and his co-defendants Pierre Pellier and Louis A. Pellier plaintiff avers that on or about November 25,1871 said defendant Louis Pellier being desirous of getting rid of his said wife without any responsibility for her support and for the purpose of escaping the legal liability of maintaining her, confederated with his co-defendants and agreed to execute to said Pierre Pellier (a brother) and to Louis A. Pellier (a minor and nephew) a sale, clothed in all the formality of the law, of all his real estate in this State.

That in pursuance of said agreement the said Louis Pellier did on November 25,1871 execute and deliver to said Pierre Pellier the premises described

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1871

as follows:

All that parcel of land situate in the City of San Jose, County of Santa Clara, State of California described as follows:-

Commencing at the North Westerly corner of San Pedro Street and Chavolla Alley; thence Northerly along San Pedro Street to the land heretofore sold to Louis Pellier to William Abel; thence Westerly at right angles with San Pedro Street along the line of said Abel's land to the South Westerly corner thereof; thence at right angles Northerly to the line of land formerly owned by Romana M.Flores; thence North Westerly along the line of said Flores' land and the land of Thomas Douglas to the intersection of said line with the Easterly line of said Douglas' land, being the North Westerly corner of the land of Louis Pellier; thence Southerly along said Easterly line of said Douglas' land to the land formerly owned by J.C.Murphy; thence Easterly in a straight line to the North Easterly corner of land of Mrs.A.Bassler; thence Southerly along the Easterly line of Mrs.Bassler's land to Chavolla Alley & thence Easterly along said Chavolla Alley to the place of beginning.

To the said Louis A. Pellier the premises situate in the City of San Jose, County of Santa Clara, and described as follows:(Not that under search)

That the first described parcel of land is the homestead on which Plaintiff and her husband reside.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1871

That the consideration mentioned in the aforesiad deed to said Pierre Pellier is $15,000.00 and the consideration mentioned in the aforesaid conveyance to said Louis A.Pellier is $2500.00 but plaintiff avers that no consideration whatsoever was paid by either the said Pierre Pellier or the said Louis A. Pellier.

That the aforesaid conveyances were on the part of said Louis Pellier purely colorable and made by him and accepted by the said Pierre Pellier and Louis A. Pellier for the sole purpose of enabling the said Pierre and Louis A. Pellier to eject said Plaintiff from said premises and to ostensibly deprive the said Louis Pellier of the means of maintaining said Plaintiff and to place the property of said Louis A.Pellier beyond the reach of any decree for alimony which the Courts might decree in favor of said Plaintiff.

That the said Pierre Pellier and Louis A. Pellier hold the legal title to the aforesaid premises in trust for the said Louis Pellier and the said Louis Pellier is still in equity and in fact the real owner of said premises.

Wherefore said plaintiff prays judgment in this cause.

First: That the bonds of matrimony existing between her and the defendant Louis Pellier be dissolved.

Second: That the defendant Louis Pellier be decreed to pay said plaintiff such permanent alimony.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1871

Third: That the decree for alimony be made a lien upon the hereinbefore described premises to be secured and enforced in the same manner as a mortgage on real estate, &c.

Dec.19 Summons issued.

1872

May 6 Action dismissed by order of Plaintiff's Attorney.

Louis Pellier and

Constance Pellier, his wife,

— TO —

Pierre Pellier

D E E D.

Dated May 4,1872.

Cons: $1000.00.

Stamp $1.00 cancelled.

Does grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land in the City of San Jose, County of Santa Clara, described as follows:

(Same as in Liber 23 of Deeds, Page 81.Pellier to Pellier)

Acknd. May 4,1872.

Before James R. Lowe, Jr., N.P.

Recorded May 4,1872.

Liber 25 of Deeds, Page 119.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Pierre Pellier

— TO —

San Jose Savings Bank

M O R T G A G E.

Dated May 4,1872.

To secure the payment of $5000.00.

Convey that parcel of land (Same as Described in Liber 23 of Deeds, Page 81.Pellier to Pellier)

Recorded May 4,1872.

Liber 2 of Mortgages, Page 215.

Cancelled on the margin of the record August 1,1873, by San Jose Savings Bank,

By John H.Moore, President.

Attest: County Recorder.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Pierre Pellier

—— TO ——

S.O.Houghton,

Administrator of the Estate of

Louis Pellier, deceased,

D E E D.

Dated November 12,1872.

Cons: $1-

Grant, bargain and sell, convey and confirm unto the said party of the second part and to his successor and assigns as administrator of Louis Pellier __ deceased, all that certain parcel of land in the City of San Jose, County of Santa Clara, bounded and described as follows, to wit:-

Commencing at the North Westerly corner of San Pedro Street and Chaboya Alley and running thence Northerly along San Pedro Street to the land heretofore sold by Louis Pellier to William Abel; thence Westerly at right angles with San Pedro Street along the line of said Abel's land to the South Westerly corner thereof; thence at right angles Northerly to the line of land formerly owned by Romana M.Flores; thence North Westerly along the line of said Flores land and the land of Thomas Douglas to the intersection of said line with the Easterly line of said Douglass land being the North Westerly corner of the land of the party of the first part; thence Southerly along said Easterly line of said Douglass land to the land formerly owned by J.C.Murphy; thence Easterly in a straight line to the North Westerly corner of land of Mrs.A.Bassler; thence Southerly along the Easterly line of Mrs.Bassler's land to Chaboya Alley; and thence Easterly along said alley to the place of beginning;

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

and being the same premises conveyed to said party of the first part by Louis Pellier by deed dated November 25, 1871 now of record in the office of the County Recorder of said County of Santa Clara, on page 81 in Book 23 of Deeds.

Ackn'd. November 13, 1872.

Before James R. Lowe, Jr., N.P.

Recorded November 19, 1872.

Book 27 Deeds, Page 15.

Probate Court,
Santa Clara County.

In the Matter of the Estate
— OF —
Louis Pellier, Deceased.

REG. C. PAGE 149. ESTATE NO. 676.

1872

July 18 Last Will and Testament filed.

(C O P Y)

In the Name of God, Amen:

I, Louis Pellier of the City of San Jose, in the County of Santa Clara, State of California, of the age of forty nine years and being of sound mind and memory do make, publish and declare this my last will and testament.

First: I declare that all of the property owned or possessed by me is my separate estate acquired by me before my marriage.

Second: I give and bequeath to my wife the sum of Six Hundred Francs per annum during her life and while she remains my widow, to be paid to her each and every year free of all taxes or other deductions but in the event that she marries again the annuity hereby bequeathed to her shall cease from and after such marriage.

3d: I give and devise to my brothers Pierre Pellier and Jean Pellier all my estate real personal and mixed, all of my real estate to be held and owned by them in equal proportions as

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1872

tenants in common subject to and charged with the aforesaid legacy of Six Hundred Francs hereby bequeathed to my wife to be paid by them to her annually on the First of January each and every year so long as she remains my widow and I do hereby charge and subject all of my said real estate with and to the payment of said annuity at the times and in the manner aforesaid.

And lastly I do hereby nominate and appoint my said two brothers Pierre Pellier and Jean Pellier to be the executors of this my last will and testament and it is my will that no bond be required of them for the execution of the trust hereby conferred to them . And I hereby revoke all former wills by me made.

In Witness Whereof, I have hereunto set my hand and seal this the 14th.day of May A.D.1867.

L. Pellier (Seal)

Witnesses:

S.O.Houghton of the City of San Jose.

A.Calderon Del Condado de Santa Clara.

July 18 Renunciation of P. Pellier of his right to apply for Letters Testamentary and request that Sherman O.Houghton be appointed Administrator with the will annexed, filed.

July 18 Petition of Sherman O.Houghton for Letters of Administration with the Will annexed filed.

Shows: That Louis Pellier died on or about May 13,1872, at Stockton in San Joaquin County,

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1872

being at the time of his death a resident of Santa Clara County and leaving estate therein consisting of real and personal property.

That the value of said real property is about $26,000.00 and that of the personal property about $1800.00.

That the estate and effects do not exceed the sum of about $28,000.00.

That said deceased left a will bearing date May 14, 1867 in the possession of said S.O.Houghton, which petitioner believes to be the last will and testament of said deceased and which is herewith presented to said Probate Court.

That Jean Pellier and Pierre Pellier are named in said will as executors thereof; and the said Jean and Pierre Pellier, aged over 21 years and the wife of said deceased now residing in the Republic of France and aged over 21 years, are named in said will as legatees and devisees.
That said Jean Pellier resides in France.
That said Pierre Pellier has renounced his right to apply for letters testamentary and requested that petitioner be appointed administrator with the will annexed, which renunciation and request is herewith filed.

That said Pierre Pellier is the only person entitled to Administration upon said estate in this State.

That the subscribing witness to said will are petitioner and Andres Calderon residing in said County of Santa Clara.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1872

That the next of kin and heirs at law of said testator and the names, ages and residences of said heirs are said Jean Pellier, aged about 60 years, residing in the Republic of France and the said wife of the deceased also residing in France and the said Pierre Pellier residing in said Santa Clara County.

That at the time said will was executed to wit: on May 14,1867, the said testator was of the age of 49 years, or thereabouts and was of sound and disposing mind and not under restraint undue influence or fraudulent misrepresentation and in every respect competent, by last will to dispose of all his estate.

That said will is in writing signed by said testator and attested by said subscribing witnesses at therequest of said testator subscribing their names to the said will in the presence of the said testator and in the presence of each other and petitioner alleges said witnesses, at the time of attesting the execution of said will were and are now competent.

Wherefore petitioner prays that said will may be admitted to Probate and that Letters of Administration with the Will annexed be issued to him and that for that purpose the Probate Judge will appoint a time for proving said will and cause notice to be given thereof, by the Clerk, by publication in some newspaper printed and published in the County of Santa Clara; that a citation be directed to be issued and served upon

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1872	
	the said heirs of said testator residing in the County aforesaid and subpoenas be directed to be issued to the said subscribing witnesses to the said will residing in the said County; and that all other necessary and proper orders may be made in the premises. And petitioner will ever pray, &c., (Sgd) John Reynolds, Attorney for Petitioner. Dated July 18th.1872.
July 18	Order appointing Saturday August 3,1872, day for proving said Will and hearing said application and directing that notice be given thereof by the Clerk of the Court, by publication not less than 10 days before said 3d.day of August 1872, in the San Jose Daily Patriot, and that subpoenas be issued to the subscribing witnesses to said Will and that citations be issued and served upon the heirs of the said testator residingin said Santa Clara County, to appear and contest the Probate of said Will, at the said time appointed, made, entered and filed. Pro.Rec.8,Page 207.
Aug.2	Subpoena issued.
Aug.2	Citation issued.
Aug.3	Subpoena returned with certificate of Sheriff that witness A.Calderon cannot be found in Santa Clara County, and filed.

1872	
Aug.3	Citation returned with certificate of Sheriff of personal service of same on August 2,1872, on Pierre Pellier in the County of Santa Clara, and filed.
Aug.3	Affidavit of F.B.Murdoch Editor and Publisher of the San Jose Daily Patriot of Publication of Notice of Time and Place appointed for Proving said Will and hearing said application in said newspaper every day Sundays excepted for two successive weeks, the first insertion thereof in said newspaper being in the issue of Thursday July 18,1872, and the last insertion thereof being in the issue of Friday August 2,1872, filed.
Aug.3	Testimony on Probate of Will, filed.
Aug.3	Certificate of Proof of Will, filed.
Aug.3	Order admitting Will to Probate and appointing Sherman O.Houghton, Administrator with the Will annexed and directing that Letters of Administration with the will annexed issue to him upon giving the bond required by law in the sum of $6000.00 and upon taking the oath of office, made, entered and filed. Pro.Rec.8,Page 244.
Aug.3	Bond of S.O.Houghton Administrator, &c.given upon qualifying approved, recorded and filed. Book B Pro Bonds, Page 74.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1872	
Aug.3	Letters of Administration with Will annexed issued to S.O.Houghton, recorded and filed. Book B Letters, Page 12.
Aug.3	Will, Proof and Certificate of Proof recorded in Book B of Wills, Page 521.
Aug.3	Order appointing J.A.Clayton, Charles Silent and A.E.Pomeroy, Appraisers, made, entered and filed. Pro.Rec.8, Page 246.
Aug.3	Order of Publication of Notice to Creditors in the San Jose Daily Patriot once a week for four weeks made, entered and filed. Pro.Rec.8,Page 245.
Sept.7	Affidavit of F.B.Murdoch Editor and Publisher of the San Jose Daily Patriot of Publication of Notice to Creditors in said newspaper every day Sundays excepted for more than four successive weeks the first insertion thereof, being in the issue of Monday August 5,1872, and the last insertion in the issue of Friday September 5,1872. filed.
Sept.7	Decree showing that due and legal Notice to Creditors has been given, made, entered and filed. Pro.Rec.8,Page 302.
Sept.28	Inventory and Appraisement, filed.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1872

REAL ESTATE.

A parcel of land lying in the City of San Jose, County of Santa Clara, State of California, described as follows:-

Commencing at the North Westerly corner of San Pedro Street and Chaboya Alley ;and running thence Northerly along San Pedro Street to the land heretofore sold by Louis Pellïer to William Abel; thence Westerly at right angles with San Pedro Street along the line of said Abel's land to the South Westerly corner thereof; thence at right angles Northerly to the line of land formerly owned by Romana M.Flores; thence North Westerly along the line of said Flores' land and the land of Thomas Douglas to the intersection of said line with the Easterly line of said Douglas' land; thence Southerly along said Easterly line of said Douglas' land to the land formerly owned by J.C.Murphy; thence Easterly in a straight line to the North Easterly corner of the land of Mrs.Bassler; thence Southerly along the Easterly line of Mrs. Bassler's land to Chaboya Alley and thence Easterly along said Chaboya Alley to the place of beginning.

Appraised at . . . . . $22,000.00.

(and other property)

Personal Property valued at . . . . . $2,227.62.

Total value . . . . . $34,227.62.

(Duly Verified)

1873

July 28 Petition of Constance Pellier for order revoking Letters of Administration issued to S.O.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1873	Houghton and praying that Letters of Administration with Will annexed be issued to her, filed.
July 28	Motion and Order directing Citation to issue to said Administrator requiring him to show cause why said Letters should not be revoked made and entered. Pro.Rec.9,P.240.
July 28	Objections of Administrator to issuance of Citation overruled.
July 28	Citation issued.
July 28	Citation returned with certificate of Sheriff of personal service of same on July 28,1873, on S.O.Houghton at the City of San Jose, County of Santa Clara, and filed.
Aug.2	Order granting Administrator until Wednesday August 13,1873, in which to answer petition, made and entered. Pro.Rec.9,Page 240.
Aug.13	Subpoena issued to Wm.H.Collins, commanding him to appear before the Court on August 13,1873, and bring with him any and all agreements in his possession made between Louis Pellier and his wife.
Aug.13	Subpoena returned with certificate of Sheriff of personal service of same on August 13,1873, on W.H.Collins in the County of Santa Clara, and filed.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1873

Sheriff of personal service of same on August 13, 1873, on W.H.Collins in the County of Santa Clara, and filed.

Aug.13 Objections of S.O.Houghton, Administrator,&c. Jean Pellier and Pierre Pellier, to Petition for order revoking Letters of Administration with Will annexed filed.

Aug.16 Order revoking Letters of Administration with will annexed issued to S.O.Houghton and directing that Letters of Administration with will annexed issue to said Constance Pellier on her filing a bond in the penal sum of $6000.00 made, entered and filed.

Pro.Rec.9,Page 260.

Aug.16 Annual Account of S.O.Houghton, Administrator &c., filed.

Aug.16 Vouchers, filed.

Aug.16 Report of Administrator accompanying his Annual Account, filed.

Aug.16 Order appointing Saturday August 23,1873, day for settlement of said Final Account and directing that the Clerk give notice thereof by causing notices to be posted in at least three public places in Santa Clara County, at least five days before said day of settlement, made,

1873

entered and filed. Pro.Rec.9,Page 262.

Aug.19 Affidavit of F.B.Smith of Posting on August 16,1873, exact and true copies of the Notice of Time and Place appointed for settlement of Final Account in three of the most public places in the County of Santa Clara (naming them) filed.

Aug.22 Notice of Appeal to Supreme Court from order revoking Letters of Administration with Will annexed, with acknowledgment of service of a copy of same on August 22,1873 by D.M.Delmas Attorney for Constance Pellier, endorsed thereon, filed.

Aug.22 Undertaking on Appeal filed.

Aug.23 Bill of Exceptions, filed.

Aug.23 Order continuing hearing of Account for one week made and entered.

Pro.Rec.9,Page 287.

Aug.23 Bond of Constance Pellier, Administratrix with the Will annexed, approved and filed.

Aug.25 Petition of Constance Pellier, widow, for order setting apart Homestead and for an allowance of $100.00 per month, filed.

Aug.30 Order continuing hearing of Account until Saturday September 6,1873, made and entered.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1873

Pro.Rec.9,Page 294.

Sept.1 Bill of Exceptions, filed.

Annexed to the Bill of Exceptions is an agreement dated May 4,1872, entered into by Louis Pellier party of the first part and Constance Pellier, the wife of the said Louis Pellier, but now living separate and apart from him, the party of the second part and W.H.Collins Trustee of the third part, in which it is recited (among other things) that unhappy differences have arisen and still do subsist between the said Louis Pellier and Constance Pellier and by reason of the same they have agreed to live separate and apart from each other during their natural lives.

The said Louis Pellier covenants and promises that he will well and truly pay or cause to be paid unto the said W.H.Collins trustee for and towards the support of the said Constance Pellier the sum of $8000.00 in consideration of which the said Constance Pellier agrees to forever relinquish the said Louis Pellier from any and all liability on account thereof and also all her interest and right in and to any property whether real or personal now possessed or owned by him or which he may hereafter own or become possessed of.

Sept.4 Letters Testamentary with oath annexed issued to Constance Pellier and filed.

Sept.6 No order continuing hearing of account on

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1873	record.
Sept.20	Order continuing hearing of account until Saturday September 27,1873, made and entered. Pro.Rec.9,Page 327.
Sept.27	Hearing continued until Saturday October 4,1873. Pro.Rec.9,Page 337.
Sept.27	Order appointing James A.Clayton, Jno.M.Murphy and Jno.B.Hewson, Appraisers to admeasure homestead of Constance Pellier as described in her petition, made, entered and filed. Pro.Rec.9,Page 328.
Oct.4	Order continuing hearing of account until Saturday October 11,1873, made and entered. Pro.Rec.9,Page 351.
Oct.10	Appraisement of Homestead,filed.
Oct.11	Order continuing hearing of account until Saturday October 18,1873, made and entered. Pro.Rec.8,Page 376.
Oct.18	Hearing continued until Saturday November 1,1873. Pro.Rec.9,Page 384.
Oct.18	Order appointing Saturday November 1,1873, day for hearing any objections to report of Appraisers appointed to appraise and admeasure Homestead and

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1873

directing notice to be given by publication, &c. made, entered and filed.

Pro.Rec Page .

Nov.1 Objection to Report of Appraisers of Homestead and proceedings on the Petition therefore, filed.

Nov.1 Order setting aside all proceedings under Petition of Constance Pellier for an order setting apart a Homestead and continuing hearing of Account one week, made and entered.

Pro.Rec.9,Page 403.

Nov.7 Petition for Homestead, filed.

(not among the papers)

Nov.7 Order appointing John T.Colahan, Thomas Fallon and W.H.Platt Appraisers to admeasure Homestead, made, entered and filed.

Pro.Rec.9,Page 415.

Nov.8 Order continuing hearing of account entered.

Nov.15 Release filed.

(C O P Y)

KNOW ALL MEN BY THESE PRESENTS: That I, Constance Pellier in consideration of the sum of one thousand dollars to me in hand paid by Jean Pellier and Pierre Pellier the devisees and legatees under the Will of Louis Pellier, deceased and the sum of Five Thousand Dollars for which a note and mortgage has

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1873

this day been executed to me by them hereby release and discharge fully and entirely the said Jean Pellier and Pierre Pellier and the estate of Louis Pellier, deceased and any and all property of whatever kind and nature belonging to said estate or to said Jean and said Pierre or either of them or as legatees under said will and especially all right and claim to claim a Homestead out of the estate of said Louis Pellier and all claim to share in the common property left by said Louis deceased and all claim to an annuity of Six Hundred Francs per annum left to me by the said will of said Louis. I also release, abandon, surrender and give up all right or rights that I may be entitled to as the widow of said deceased to act as Administratrix or Executrix or to in any manner interfere with said estate or the property thereto belonging.

Witness my hand and seal this November 14th. 1873.

Constance Pellier (SEAL)

Acknd. November 14, 1873.

By Constance Pellier.

(as though a single woman)

Before E.W.Aram, N.P.

Nov.15 Dismissal of all proceedings by Constance Pellier in the Matter of said Estate of Louis Pellier, deceased at the costs of said Estate, filed.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1873

Dec.2 Remittitur from Supreme Court dismissing appeal of S.O.Houghton from order vacating his Letters of Administration with will annexed, filed.

Dec.20 Ordered that the order heretofore made and entered herein appointing Constance Pellier, Administratrix of the Estate of said deceased, be and the same is hereby vacated and set aside and the order made and entered in said estate, revoking the Letters of Administration with will annexed heretofore issued to S.O.Houghton be and the same is hereby vacated and set aside.

Pro.Rec.9,Page 517.

1874

Aug.8 Final Account of S.O.Houghton, Administrator, &c. Report accompanying same, and consent and waiver of notice by devisees filed.

Copy of consent and waiver.

We the undersigned devisees of Louis Pellier deceased do hereby assent to the settlement of the foregoing account which has been examined by us and we agree that the same is correct and just, and we acknowledge that all of the property of said estate has been delivered to us by said Administrator, and we hereby waive all notice of the settlement aforesaid and consent that the same may be made by the Court without notice.

San Jose, August 8th.1874.

J.Pellier.

P.Pellier.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1873

Aug.8

Decree of Settlement of Final Account and Closing the Estate, made, entered and filed.

Pro.Rec.10,Page 345.

Recites:(among other things) that Pierre Pellier and Jean Pellier, devisees of said deceased have received from S.O.Houghton, Administrator, &c., all the property of said estate and are now in possession thereof and that they have waived in writing and filed said waiver in this Court, any notice of the settlement of the Final Account of said Administrator and there being no other persons entitled to share in said estate.

It is therefore Ordered, Adjudged and Decreed that said Final Account of said Administrator be and the same is hereby settled and allowed and that said Administration of said estate be and the same is hereby declared settled and closed and said Administrator and his sureties are hereby fully discharged.

Done in open Court this 8th.day of August A.D.1874.

D.S.Payne,

Probate Judge.

NOTE: No certified copy of above decree has been recorded in the County Recorder's Office.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Constance Pellier,

(widow of Louis Pellier, Deceased)

TO

Pierre Pellier and

Jean Pellier

D E E D.

Dated November 14,1873.

Cons: $6000.00.

Does grant, bargain and sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever, all of the right, title and interest of the said party of the first part, of, in and to the following described property, lying and being in the City of San Jose, County of Santa Clara, State of California, described as follows, to wit: Commencing at the North Westerly corner of San Pedro Street and Chabolla Alley and running thence Northerly along San Pedro Street to lands heretofore sold by Louis Pellier to Wm.Abel; thence Westerly at right angles with San Pedro Street along the line of said Abel's land to the South Westerly corner thereof; thence at right angles Northerly to the line of lands formerly owned by Romana M.Flores; thence North Westerly along the line of the said Flores' land and land of Thomas Douglas to the intersection of said line with the Easterly line of said Douglas' land; thence Southerly along said Easterly line of said Douglas' land to the land formerly owned by J.C. Murphy; thence Easterly in a straight line to the North Easterly corner of the land of Mrs.Bassler; thence Southerly along the Easterly line of Mrs.Bassler's land to Chabolla Alley and thence along said Chabolla Alley to the place of beginning.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

(Describes certain property not that under search)

Also all of the right, title and interest of the said party of the first part, of, in and to any and all lands and property of any kind and description that she would be entitled to receive or take or in anywise have as the surviving widow of Louis Pellier, Deceased.

Acknd. November 14,1873.

Before E.W.Aram, N.P.

Recorded November 18,1873.

Liber "30" Deeds, Page 573.

Pierre Pellier and

Jean Pellier

TO

Constance Pellier

M O R T G A G E.

Dated November 14,1873.

To secure the payment of $5000.00.

Convey that parcel of land (Same as described in Liber 23 of Deeds, Page 81.Pellier to Pellier)

Recorded November 15,1873.

Liber 9 of Mortgages, Page 156.

CANCELLED BY A RELEASE.

Dated December 28,1874.

Executed by Constance Pellier.

Recorded December 29,1874.

Liber C Releases of Mortgages,Page 171.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Jean Pellier

with

Pierre Pellier

DEED IN PARTITION.

Dated December 27,1873.

This Indenture made this 27th.day of December A.D. 1873, between Jean Pellier and Pierre Pellier residuary legatees under the Last Will and testament of Louis Pellier Deceased, Witnesseth:

Whereas, the said Jean Pellier and Pierre Pellier are equal owners in fee simple as tennants in common of that parcel of land situate in the City of San Jose, County of Santa Clara, known and designated on a map or plat thereof made by J.H.Pieper, City Surveyor of said City as the "Pellier property", and subdivided into lots, numbered from 1 to 49 both inclusive, which said Map or plat of said land and subdividing the same is Recorded in the office of the County Recorder of said Santa Clara County, in Book "E" of Miscellaneous Records, on page 465 and to which plat and the record thereof reference is hereby made for description.

And whereas, the said parties hereto acquired their title to said land through and under the last will and Testament of Louis Pellier, deceased, which will is on file and of record in the Probate Court of the said County of Santa Clara.

And Whereas, the said parties hereto have agreed to partition and divide the said land between them so that each shall have and enjoy, own and possess his share and part thereof in severalty, and that under and accordimg to said agreement and division the said Jean Pellier is to have, own

and possess in severalty of said lands the Lots numbered and designated on said plat as Nos.1, 3, 6, 9, 12, 13, 14, 18, 19, 20, 23, 24, 27, 32, 33, 34, 35, 39, 42, 43, 45 and 47 and the said Pierre Pellier is to have, own and possess in severalty the lots numbered and designated on said plat as Nos.2, 4, 5, 7, 10, 11, 15, 16, 17, 22, 25, 26, 29, 30, 31, 36, 37, 40, 44, 46, 48 and 49, and that the lots Numbered 8, 21, 28, 38 and 41 are to be dedicated and deeded to the City of San Jose, for Public streets.

Now therefore this Indenture Witnesseth, that the said Pierre Pellier for and in consideration of said division and of the sum of $1.00, &c.

Does grant, bargain and sell, convey and confirm unto the said Jean Pellier and to his heirs and assigns forever, the undivided 1/2 of all said lots numbered 1, 3, 6, 9, 12, 13, 14, 18, 19, 20, 23, 24, 27, 32, 33, 34, 35, 39, 42 43, 45 and 47.

And the said Jean Pellier for and in consideration of said division and of the sum of $1.00, &c.

Does grant, bargain and sell, convey and confirm unto the said Pierre Pellier and to his heirs and assigns forever, the undivided 1/2 of all said lots numbered 2, 4, 5, 7, 10, 11, 15, 16, 17, 22, 25, 26, 29, 30, 31, 36, 37, 40, 44, 46, 48 and 49.

And the said parties hereto hereby mutually agree to and with each other that the lots numbered and designated on said plat as Lots Nos.8, 21, 28 and Lots Numbered 38 and 41 set apart for streets as hereinbefore mentioned shall be conveyed to the City of San Jose for streets whenever required for that purpose, and that said parties shall join in such a deed whenever either of said parties shall request

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

the other so to do and join with him in such deed. And that until such deed shall be made each of said parties shall occupy and enjoy the 1/2 part of each of said lots, hereinbefore named for streets, next to his adjoining lot.

(Sgd) J.Pellier (Seal)

P.Pellier (Seal)

Acknd. December 27,1873.

By Jean Pellier and Pierre Pellier,

Before James R. Lowe, Jr., N.P.

Recorded December 27,1873.

Liber "31" Deeds, Page 170.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Jean Pellier

— TO —

Pierre Pellier

D E E D.

Dated August 8,1874.

Cons: $1.00.

Do grant and convey to said Pierre Pellier Lot numbered 25 (and other lots) as shown on a plat of what is known as the Pellier property in the City of San Jose, County of Santa Clara, State of California, as surveyed and subdivided into Lots in December 1873 by J.H.Pieper, City Surveyor, which said plat is recorded in Book "E" Miscellaneous Records, Page 465 Recorder's Office of said County.

Also the interest and title of said Jean Pellier of, in and to the Rancho Yerba Buena in said County:

(Sgd) J. Pellier (Seal).

Acknd. August 8,1874.

by Jean Pellier,

Before Jas.R.Lowe, N.P.

Recorded August 8,1874.

Liber "32" Deeds, Page 490.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

ROYAL BOND

Pierre Pellier and his wife,

Henriett_ Pellier

____ TO ____

Thaddeus W.Spring

D E E D.

Dated April 7,1875.

Cons: $2000.

Grant, bargain and sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all those parcels of land in the City of San Jose, County of Santa Clara, State of California, and described as follows, viz: Beginning at a point on the Southerly side of Divine Street 150 feet Westerly from the South Westerly corner of said Divine and San Pedro Streets, which said point of beginning is also at the North Westerly corner of lot of said party of the second part, and running thence Westerly and along said line of Divine Street 100 feet; thence at right angles Southerly 122.84 feet; thence at right angles Easterly 100 feet to said lot of said party of the second part, and thence at right angles Northerly and along lands of said party of the second part 122.84 feet to the place of beginning; same being lots 25 and 26 as shown on map or plat of the Pellier property in said City as surveyed and subdivided into lots in December A.D.1873, by J.H.Pieper, City Surveyor and recorded in Book E Miscellaneous Records, Page 465 to which map and the record thereof reference is hereby made.

Covenant of warranty against acts of grantors.

Acknd. April 7,1875.

Before Jas.R.Lowe, N.P.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

(over)

Recorded April 7,1875.

Book 35 Deeds, Page 581.

Sherman O. Houghton,
James C. Cobb and
William Daniels, as the Board
of Commissioners of the Funded Debt
of the City of San Jose,

—— TO ——

Edward P. Reed

D E E D.

Dated March 1, 1862.

Cons: $1.00.

Do remise, release and quit claim unto the second party and to his heirs and assigns forever, all the right, title and interest of first parties, as said Board of Commissioners acquired by them, by, through or under a certain Deed of Conveyance from the City of San Jose, bearing date August 4th. 1858, and recorded in the Office of the County Recorder of Santa Clara County, on pages 672 and 673 in Book L of Deeds, in and to all that tract of land situate in the City of San Jose, County of Santa Clara, described as follows:-

Commencing on the South line of said Greene Street at a point 217 1/2 varas Westerly from Market Street; thence Southerly and parallel with Market Street 66 varas; thence Easterly through a willow tree standing near the azequia in a direct line to Market Street; (the point where said last mentioned line will strike Market Street being 100 varas Southerly from the South line of Greene Street where it intersects Market Street); thence Southerly along the Westerly line of Market Street to a point 60 feet Northerly from the land now owned by Louis Pellier; thence Westerly at right angles to Market Street 100 feet; thence Southerly and parallel

with Market Street to the land of Louis Pellier; thence S. 76° W. along the land of Louis Pellier to the corner of a fence; thence N. 6° E. 3.95 chs. to the corner of a high board fence; thence S. 75° 15' W. 7.96 chs. along said high board fence to the land of Thomas Douglass; thence N. 29° 45' W. 9.22 chs. more or less to the South line of Greene Street, so called; thence Easterly along the South line of Greene Street to the place of beginning.

(and other property)

Ackn d. March 7,1862.

By S.O.Houghton, Jas.C.Cobb and Wm.Daniels,
(individually and not as Commissioners of the
Funded Debt of the City of San Jose)

Before Jno.B.Hewson, N.P.

Recorded May 19,1874.

Liber 33 of Deeds, Page 89.

Sherman O.Houghton,
James C. Cobb and
William Daniels as the
Board of Commissioners of the
Funded Debt of the City of San Jose,

— TO —

Edward P. Reed

D E E D.

Dated May 7,1862.

Cons: $50.00.

Do remise, release and quit claim unto the party of the second part and to his heirs and assigns forever, all the right, title and interest of the parties of the first part as said Board of Commissioners acquired by them, by, through or under a certain deed of conveyance from the City of San Jose, bearing date August 4,1858, and recorded in the office of the County Recorder of the County of Santa Clara, on pages 672 and 673 in Book L of deeds in and to all those tract of land situate in the City of San Jose, County of Santa Clara, and described as follows:-

Commencing on the South line of Greene Street at a point 217 1/2 varas Westerly from Market Street the same being a point designated in a conveyance from David Flores et al to J.D.Hoppe June 21,1850, and recorded in Book A of Deeds, Page 168 Records of Santa Clara County; thence Southerly and parallel with Market Street 66 varas; thence Easterly through a willow stump standing near the azequia in a direct line to Market Street; thence Southerly along the Westerly line of Market Street to a point 60 feet Northerly from the land now owned by Louis Pellier; thence Westerly at right angles to Market Street 100 feet; thence Southerly

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

and parallel to Market Street to the land of Louis Pellier; thence S. 76° West along the land of Louis Pellier to the corner of a fence; thence North 6° E. 3.95 chs. to the corner of a high board fence; thence S. 75° 15' W. 7.96 chs. along said high board fence to the land of Thomas Douglass; thence N. 29° 45' W. 9.22 chs. more or less to the South line of Greene Street so called; thence Easterly along the South line of Greene Street to the place of beginning.

(and other property)

Acknd. May 12,1862.

Before James A. Clayton, County Clerk.

Recorded May 12,1862.

Book P of Deeds, Page 418.

Edward P. Reed,

Peter O. Minor,

Thomas Fallon,

Louis Pellier,

Oliver Boleau

— TO —

The City of San Jose

D E E D.

Dated August 4,1863.

Cons: $5.00.

Do remise, release and quit claim to the second party, all their and each of their right, title and interest, in and to San Pedro Street from San Augustine Street on the South to Dame Street on the North as the same is laid down and designated on a Map made for E.P.Reed by C.T.Healy, City Surveyor in March 1862.

TO HAVE AND TO HOLD, the same unto the second party, as a public street forever.

Acknd. August 20,1863.

Before Tyler Beach, N.P.

Recorded March 24,1864.

Liber S of Deeds, Page 270.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Tiburcio Gonzales

——TO——

John W.Owen

D E E D.

Dated December 3,1864.

Cons: $50.00.

Stamp 50¢ cancelled.

Doth grant, bargain, sell, remise, convey and quit claim unto the second party and to his heirs and assigns forever, all the right, title and interest of the first party, in and to a certain tract of land situate in the North Westerly portion of the City of San Jose, Santa Clara County, and described as follows:-

Commencing at a point on the West side of Market Street 60 feet Northerly from the North East corner of land owned and occupied by Louis Pellier; thence at right angles to Market Street South Westwardly 100 feet; thence at right angles South Easterly to the land of Louis Pellier; thence Westerly along the land of Louis Pellier to a picket fence; thence Northerly along said picket fence to the end of said picket fence; thence Westerly along a high board fence to land of Concepcion Martinez or Thomas Douglas; thence Northerly to the land of E.P.Reed, formerly owned by Ellen E. Allen; thence along the land of the said E.P.Reed to the land of Mary Ann Lee (formerly Mary Ann Williams); thence South Easterly along the land of the said Mary Ann Lee 100 varas, more or less; thence Easterly along the land of Mary Ann Lee to the picket fence of Bernardino Martinez de Villigrana, the widow of Jose Feliz Villigrana; thence Easterly following saidpicket fence to the South West corner of the house of

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

the said Bernardina Martinez de Villigrana; thence on a line with the South side of said house direct to Market Street; thence Southerly along the Westerly side of Market Street to the place of beginning.

Acknd. December 3,1864.

Before Chas.N.Senter, N.P.

Recorded May 30,1865.

at 5 mins.past 9 o'clock A.M.

Liber T of Deeds,Page 654.

NOTE: Nothing of record to Grantor covering any portion of the property above described.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

J.W.Owen

—TO—

E.P.Reed

D E E D.

Dated December 22,1864.

Cons: $50.00.

Stamp 50¢ cancelled.

Does remise, release and quit claim unto the second party and to his heirs and assigns forever, all his right, title and interest, both at law and in equity of, in and to that certain tract of land situate in the North Westerly portion of the City of San Jose, County of Santa Clara, and described as follows:

(Same as in Liber T of Deeds, Page 654.Gonzales to Owen)

Acknd. December 22,1864.

Before Charles G.Thomas, N.P.

Recorded May 30,1865.

at 5 mins.past 9 o'clock A.M.

Liber T of Deeds, Page 656.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Francisco Buelna, and his wife,

Lucia Gonzales de Buelna

—— TO ——

Edward P.Reed

D E E D.

Dated January 17,1866.

Cons: $10.00.

Stamp 50 ¢ cancelled.

Do remise, release and forever quit claim unto the second party and to his heirs and assigns forever, all that tract of land situate in the City of San Jose, County of Santa Clara, and described as follows:-

Commencing at a point on the West side of Market Street at the most Northern corner of land now owned and occupied by Louis Pellier, and running thence Westerly along the line of land of said Pellier and crossing San Pedro Street to a picket fence; thence Northerly along said picket fence and the land of said Pellier to a high board fence; thence Westerly along said high board fence and the land of said Pellier direct to the Guadalupe River; thence down said river to the land of the party of the second part, formerly owned by Ellen E.Allen; thence along the land of the party of the second part formerly owned by Ellen E. Allen, Easterly to Market Street; thence following the old line of Market Street to the place of beginning.

Acknd. January 17,1866.

Before Tyler Beach, N.P.

Recorded January 17,1866.

Liber U of Deeds,Page 534.

NOTE:Nothing on record to Grantors covering any portion of the property above described.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Jesus Bernal

— TO —

Refugio Inojosa

MARRIAGE CERTIFIACTE.

Dated August 30,1867.

Ant.Goetz Catholic Priest, certifies that he celebrated the rite of Holy Matrimony between the above named parties on above mentioned date.

Recorded (with copy of License annexed) August 30,1867.

Liber B of Marriages, Page 280.

NOTE: The License issued by the County Clerk authorizes any Judge, Clergyman &c., to join in Marriage J.J. Bernal and Refugio Inojosa.

Refugia Ynojosa or Inojosa was a descendant of Jose Maria Martinez, who was the claimant of a tract of land including the premises in question.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

J.J.Bernal and

Refugio Ynojosa de Bernal, his wife,

—— TO ——

William W.McCoy

D E E D.

Dated November 18,1867.

Cons: $1250.00.

Stamp $1.50 cancelled.

Do grant, bargain and sell, unto the second party, his heirs and assigns forever, all that tract of land situate in the City of San Jose, County of Santa Clara, and described as follows:-

Commencing at the North East corner of the land fronting on the West side of Market Street as said Street was laid out before the recent alteration thereof, now owned or occupied by Louis Pellier; thence Westerly on line of Louis Pellier to a picket fence; thence Northerly along the line of L. Pellier to a high board fence; thence Westerly along a high board fence and the land of Louis Pellier and Thomas Douglas to the Guadalupe River; thence down said river to the land conveyed to Edward P.Reed by Ellen E.Allen and her husband; thence along the land sold to said Edward P.Reed by said Ellen E.Allen and husband Easterly to Market Street; thence Southerly along Market Street to the place of beginning.

Acknd. November 18,1867.

Before Jas.R.Lowe, Jr., N.P.

Recorded November 19,1867.

Liber Z of Deeds, Page 541.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

William W.McCoy

—— TO ——

Edward P.Reed

D E E D.

Dated November 18,1867.

Cons: $1350.00.

Stamp $1.50 cancelled.

Does grant, bargain and sell unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, and described as follows:-

(Same as in Liber Z of Deeds, Page 541.Bernal and wife To McCoy)

Acknd. November 19,1867.

Before Charles G.Thomas, N.P.

Recorded December 4,1867.

Liber Z of Deeds, Page 613.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Edward P.Reed and

Clarissa M. Reed, his wife,

—— TO ——

T.W.Spring

D E E D.

Dated April 5,1869.

Cons: $800.00.

Stamp $1.00 Cancelled.

Do bargain, sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, described as follows:-

Commencing at a point on the West side of San Pedro Street where the South line of Divine Street intersects said San Pedro Street and being the South West corner of San Pedro and Divine Streets; and running from said point along the West line of San Pedro Street, Southerly to the land of T.W.Spring; thence Westerly along the land of T.W.Spring to the South line of Divine Street; thence Easterly along the South line of Divine Street to the place of beginning.

Acknd. April 6,1869.

Before James R.Lowe, Jr., N.P.

Recorded April 6,1869.

Liber 14 of Deeds, Page 148.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

T.W.Spring

— TO —

W. Mayo Newhall

D E E D.

Dated July 27,1883.

Cons: $5.00.

Does grant, bargain, sell and convey unto the second party and to his heirs and assigns forever, all and singular that parcel of land situate in the City of San Jose, County of Santa Clara, described as follows:-

Commencing at a point formed by the intersection of the Westerly line of San Pedro Street with the Southerly line of Divine Street; running thence Westerly along said Southerly line of Divine Street 300 feet to the Easterly line of Terraine Street; thence at right angles Southerly along said Easterly line of Terraine Street 122.84 feet; thence at right angles Easterly and parallel to the said Southerly line of Divine Street 150 feet; thence at right angles Southerly and parallel to the said Westerly line of San Pedro Street 18.84 feet; thence at right angles Easterly and parallel to said Southerly line of Divine Street 150 feet to the said Westerly line of San Pedro Street; thence Northerly at right angles along said Westerly line of San Pedro Street 141.68 feet to the point of commencement.

Acknd. July 27,1883.

Before Geo.M.Yoell, N.P.

Recorded July 27,1883.

Liber 69 of Deeds, Page 124.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

81.

W. Mayo Newhall

— TO —

E.W.Newhall

D E E D.

Dated March 10,1886.

Cons: $5.00.

Does grant, bargainand sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:-

Commencing at the South Westerly corner of San Pedro and Divine Streets; running thence Southerly along the Westerly line of San Pedro Street 47.22 feet; thence at right angles Westerly 125 feet; thence at right angles Northerly 47.22 feet to the Southerly line of Divine Street; and thence Easterly along said line of Divine Street 125 feet to the place of commencement.

(and other property.)

Acknd. March 10,1886.

Before Chas.T.Stanley, N.P. in and for the City and County of San Francisco, State of Cal.

Recorded March 12,1886.

Liber 82 of Deeds, Page 541.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

W. Mayo Newhall

— TO —

George A. Newhall

D E E D.

Dated March 10,1886.

Cons: $5.00.

Does grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all those parcels of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:-

Commencing at a point on the Westerly line of San Pedro ___ distant 47.22 feet _____; running thence Southerly along said line of San Pedro Street 47.22 feet; thence at right angles Westerly 125 feet; thence at right angles Northerly 47.22 feet; and thence at right angles Easterly 125 feet to the point of commencement.

Also: Commencing at a point on the Southerly line of Divine Street 125 feet Westerly from the South Westerly corner of San Pedro and Divine Streets; running thence Westerly along said line of Divine Street 25 feet; thence at right angles Southerly 141.68 feet; thence at right angles Easterly 25 feet; and thence at right angles Northerly 141.68 feet to the point of beginning.

(and other property)

Acknd. March 10,1886.

Before Chas.T.Stanley, N.P. In and for the City and County of San Francisco, State of California.

Recorded March 12,1886.

Liber 82 of Deeds, Page 538.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

W. Mayo Newhall

— TO —

H.G.Newhall

D E E D.

Dated March 10,1886.

Cons: $5.00.

Grant, bargain, and sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all those parcels of land in the City of San Jose, County of Santa Clara, State of California, described as follows, to wit:-

Commencing at the South Easterly corner of Divine and Terraine Streets; running thence Easterly along the Southerly line of Divine Street 150 feet; thence at right angles Southerly 122.84 feet; thence at right angles Westerly 150 feet to the Easterly line of Terraine Street and thence Northerly along said line of Terraine Street 122.84 feet to the place of beginning.

(and other property)

Acknd. March 10,1886.

Before Chas.T.Stanley, N.P. in and for the City & County of San Francisco, State of Cal.

Recorded March 12,1886.

Book 82 Deeds, Page 543.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

84

E. W. Newhall

TO

Geo.A.Newhall

D E E D.

Dated May 25,1886.

Cons: $10.00.

Does grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:-

(Same as in Liber 82 of Deeds, Page 541.W.Mayo Newhall To E.W.Newhall)

Acknd. May 25,1886.

Before Chas.T.Stanley N.P. in and for the City & County of San Francisco,State of California.

Recorded May 26,1886.

Liber 83 of Deeds, Page 605.

SAMPLE BOND

W. Mayo Newhall

TO

Geo.A.Newhall

D E E D.

Dated May 25,1886.

Cons: $10.00.

Does grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:-

Commencing at a point on the Westerly line of San Pedro Street distant "Ninety-four and forty one hundredths (94.44) feet" Southerly from the South Westerly corner of San Pedro and Divine Streets; running thence Southerly 47.24 feet along said line of San Pedro Street; thence at right angles West 125 feet; thence at right angles Northerly 47.24 feet and thence Easterly at right angles 125 feet to place of beginning.

Acknd. May 25,1886.

Before Chas.T.Stanley, N.P. in and for the City & County of San Francisco, State of California.

Recorded May 26,1886.

Liber 83 of Deeds, Page 604.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

H.G.Newhall

— TO —

George A. Newhall

D E E D.

Dated May 28,1886.

Cons: $5.00.

Grant, bargain and sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all that parcel of land in the City of San Jose, County of Santa Clara, described as follows, to wit:-

Commencing at the South easterly corner of Divine and Terraine Streets; running thence Easterly along the Southerly line of Divine Street 150 feet; thence at right angles Southerly 122.84 feet; thence at right angles Westerly 150 feet to the Easterly line of Terraine Street and thence Northerly along said line of Terraine Street 122.84 feet to the place of beginning.

Ackd. June 7,1886.

Before Chas.T.Stanley N.P. in and for the City & County of San Francisco,State of California.

Recorded June 8,1886.

Book 85 Deeds, Page 190.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

87

ADVERSE TITLE

Mariano Romero,
Innocencio Romero,
Jose Romero,
Francisca Romero de Rochin,
by their Attorney in fact,
Charles Brown,
— TO —
Eugene B. Drake

D E E D.

Dated February 29,1868.

Cons: $500.00.

Does remise, release and quit claim unto second party, all that parcel of land in the City of San Jose, Santa Clara County, State of California: Commencing at the most Northerly corner of a lot in the possession of Oliver Bolieau on or about the month of December A.D.1863, on the Westerly side of Market Street in said City; thence running South Westerly along the Southerly line of the Archuleta Suertas, the same being the Northerly line of the lot in possession of said Bolieau and continued in the same direction to the Guadelupe River about 2200 feet; thence up the Channel of the Guadelupe River about 400 feet to the corner of the Chabolla Suertas; thence North Easterly along said Chabolla line to the North Westerly corner of land in the possession of Louis Pellier, on or about the month of December A.D.1863; thence along said Pellier's fence Easterly to a corner about 1900 feet from said Guadelupe River; thence Southerly nearly at right angles along said Pellier's fence about 200 feet; thence Easterly and nearly at right angles along said Pellier's fence about 300 feet to Market Street; thence Northerly

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

along the Westerly line of Market Street about 1000 feet to the place of beginning.

(and other property.)

Acknd. April 21,1868.

Before W.H.Chevers, N.P.

San Francisco County.

Recorded May 9,1868.

Liber 9 of Deeds, Page 141.

NOTE:- Grantor's claim under the Antonio Romero Suerte Title, which covers no portion of the premises above described.

Mariano Romero,

Inocencio Romero,

Jose Romero,

Francesca Romero de Rochin

— TO —

Charles Browne

POWER OF ATTORNEY.

Dated April 16,1863.

To enter into take possession of all the lands, tenements, hereditaments and real estate whatever in the Pueblo of San Jose, Santa Clara County, to or in which we or either of us, are, or may be in any way interested or entitled and particularly the lands and premises claimed by us as heirs of Antonio Romero which were granted and of which possession was given to him on or about the 17th.day of May A.D.1783, situate in said Pueblo of San Jose and also all things in action belonging to us or either of us and to which we or either of us may hereafter become entitled arrising out of said Real Estate, and to that end to institute and cause to be instituted and carried on to final determination, all suits and actions which our said Attorney may deem proper. To grant, bargain, sell, let, demise, assign, and transfer all such lands, tenements, hereditaments and real estate and things in action or any part thereof for such sum or price as our said Attorney may deem proper. To demand,collect, sue for, recover and receive all damages and arrears to which we are or may be entitled for the use and occupation of said lands,tenements, hereditaments and real estate. To compound and compromise upon any terms which our said Attorney shall think proper and to arbitrate and submit to

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

arbitration any question touching such real property or thing in action due or owing,or hereafter to become due or owing to us or either of us. And for all or any of the powers or purposes aforesaid, to execute, acknowledge and deliver, as required by law, bills of sale, assignments, receipts acquittances, discharges, or other instruments of whatever kind or nature, with or without seal. To appear and defend in all actions that may be instituted against us or either of us, and generally to represent us and each of us, and act for us and each of us, in respect to our and each of our interests in and about the said premises: To employ and retain for such compensation as he, our said Attorney may deem proper and just, one or more Attorneys and Counsellors at law for the prosecution or defense of any and all actions arising in the premises as hereinbefore mentioned. And other Attorneys one or more, in his place and stead or under him our said Attorney, to make, constitute and appoint and the same at his pleasure to annul, remove and revoke. Hereby agreeing and promising each and all of us to repay and reimburse our said Attorney for all expenses and disbursements which he has been put to or incurred, or which he may hereafter be put to or incur in and about the full and complete exercise and execution of the foregoing powers, and to pay to him, our said Attorney a just and reasonable compensation for his labor and services done, rendered and performed, or which he may hereafter, do render and perform in and about the premises and to and for the fulfillment of our said agreement and promise, we and each of us make, constitute and declare the said claim of our said Attorney for expenses paid and incurred and services rendered as aforesaid and hereby give and grant unto him, a lien upon the aforesaid lands, tenements,hereditaments, real estate

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

(over)

and things in action, until the same shall be fully paid.

Acknd. April 16,1863.

Before Frs.E.Spencer, N.P.

Recorded April 16,1863.

Liber "A" of Powers of Attorney,Page 523.

12th.DISTRICT COURT, STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO.

Eugene B.Drake, Plff.

—— VS. ——

George C.Lee,
Mary Ann Lee,
Peter Davidson,
Oliver Boileau,
Ed.P.Reed,
Thomas Douglas
Antonio Flores,
Mark Gassiboda,
Bernadina Martinez de
Santa Anna,
Peter O.Minor,
Helen Hensley,
as Executrix of the Estate of
Samuel J. Hensley, (deceased)
John Doe, Richd.Roe,
Peter Doe and Wm.Roe, Defendants,

NO. 14089.

L I S P E N D E N S.

Dated April 16,1868.

Notice is hereby given that an action of Ejectment was commenced in the above entitled Court on the 15th.day of April A.D.1868, by the above named Plaintiff against the above named Defendants for the recovery of the possession of all that parcel of land situate in the City of San Jose, County of Santa Clara, State of California, bounded and described as follows, to wit: Commencing at the most Northerly corner of a lot in the possession of Oliver Boileau,

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

on or about the month of December A.D.1863, on the Westerly side of Market Street in said City of San Jose; thence running South Westerly along the Southerly line of the Archuleta Suertas; the same being the Northerly line of the lot in the possession of said Boileau and continued in the same direction to the Guadalupe River, about 2200 feet; thence up the channel of the Guadalupe River about 400 feet to the corner of the Chabolla Suertas; thence North Easterly along said Chabolla's line to the North Westerly corner of land in the possession of Louis Pellier on or about the month of December A.D.1863; thence along said Pellier's fence Easterly to a corner about 1900 feet from said Guadalupe River; thence Southerly nearly at right angles along said Pellier's fence about 200 feet; thence Easterly and nearly at right angles along said Pellier's fence about 300 feet to Market Street; thence Northerly along the Westerly line of Market Street about 1000 feet to the place of beginning.

(and other property)

Eugene B. Drake,

In Pro Persona.

Recorded May 9,1868.

Liber 1 of Lis Pendens, Page 83.

CASE NO. 14089.

1868	
Apl.15	Complaint filed.
Apl.15	Summons issued.
Oct.15	Order allowing all defendants served with Summons

1868	until November 10,1868 to plead filed.
Oct.15	Affidavit and Notice of Motion for change of venue.
Oct.15	Affidavit of service of Notice of Motion for change of venue filed.
Oct.20	Notice of Motion for change of venue, filed.
Oct.20	Answer of defendant Edward P.Reed, filed.
Nov.9	Notice of Motion for change of venue, filed.
Nov.10	Answer of defendant Peter Davidson, filed.
Nov.10	Answer of defendants Antonio Flores and Bernardina Martinez de Villagrana sued as Bernardina Martinez de Santa Ana filed.
Nov.10	Answer of defendant Peter O.Minor, filed.
Nov.10	Answer of defendant Thomas Douglass,filed.
Nov.10	Answer of defendant Oliver Bolieu, filed.
Nov.10	Answer of defendant Mark Gassiboda,filed.
Nov.16	Answer of defendant Mary H.Hensley,filed.
Dec.11	Answer of defendants Caleb S.Hobbs, George W. Gilmore, Stephen D.Gilmore and David Pomeroy comprising the Business Firm of Hobbs, Gilmore &Co.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1868	
	of San Francisco, filed.
1869	
Jany.7	Dismissal of action as to defendants Martin Murphy, Daniel Murphy and Clemente Colombet and their tenants H.Levy, A.Boggs, B.Newman, Mrs. L.Linoberg "and others" filed.
Jany.20	Order transferring cause to theDistrict Court of the Third Judicial District of the State of California, in and for Santa Clara County.
	3rd. DISTRICT COURT, SANTA CLARA COUNTY.
	REG. E. PAGE 368.CASE 2827.
1869	
Jany.20	Papers on transfer from 12th.District Court consisting of (above papers)
Jany.20	Answer of defendant Martin Mruphy, filed.
Jany.20	Answer of defendant Daniel Murphy, filed.
Jany.22	Motion and order denying motion to add new parties defendants.
Apl.19	Dismissal of action as to defendants Caleb S.Hobbs, George W.Gilmore, Stephen D.Gilmore and David Pomeroy, being the Business Firm of Hobbs Gilmore & Co of San Francisco, the said firm having purchased the lands in their possession and claimed by Plaintiff by deed duly recorded,filed.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

1869	
Apl.28	Answer of defendant Gilbert Palache filed.
May 10	Motion and order withdrawing Demurrer of defendant Gilbert Palache.
May 13	Cause submitted and order of dismissal and judgment for defendants for costs.
May 13	Judgment in favor of defendants for costs amounting to $50.15 entered and filed. Judgment recorded in Judgment Book E,Page 7.
May 13	Roll filed. Judgment Docketed.
May 13	Memorandum of Costs and Disbursements filed.
May 18	Motion to set aside judgment argued and submitted.
May 22	Order setting aside judgment upon payment of costs.
July 3	Dismissal of action as to defendants Mark Gassiboda, Peter Davidson, Thomas Douglass, Antonio Flores and Z.M. de Villagrana and their tenants, filed.
July 17	Dismissal of action as to defendant Gilbert Palache and his tenants, filed.
1870	
Jany.10	Order dismissing action made and entered.

NOTE: In the suit of John M.Sheaff against Ellen Abel, G.A.Newhall et al in the Superior Court, Dept.No.2 Case 8388 (which action was brought to recover possession of a tract of land including the premises under search) a Judgment for certain defendants including said G.N.Newhall, was rendered December 20,1889, upon a Stipulation filed September 23,1889 by the Attorneys for Plaintiff and Defendants.

The Plaintiff above named claimed under the Romero Suerte Title, of which we have made no investigation.

T A X E S.

S T A T E C O U N T Y & C I T Y.

S.W.San Pedro & Divine W.200 S.122.84 E.50

S.18.84 E.150 to San Pedro N.141.68 to beginning.

Fiscal Years.

1858-1859)
) — TO — : Taxes void.No dollar mark.
1863-1864)

1864-1865)
) —TO — : PAID.
1903-1904)

1904-1905 First installment Paid.
Second installment due and payable.

1905-1906 Now a Lien.

N O J U D G M E N T L I E N S.

The foregoing ABSTRACT consisting of pages 1 to 99 inclusive, made at SAN JOSE, CALIFORNIA, MARCH TWENTY-FOURTH, 1905 at Nine o'clock A.M.

SAN JOSE ABSTRACT COMPANY.

By J C Edwards

Manager.

Continuation of the Foregoing Abstract.

AS TO

THE SAME PROPERTY.

NEW YORK TRUSTEES' COMPANY
NEW YORK, 189

BOND

Countersigned by the Registered Agent

George A.Newhall and

Caroline T.Newhall, his wife,

TO

Henry De Smet (unmarried)

D E E D.

Dated June 26,1905.

Cons: $10.

Do grant, bargain and sell, convey and confirm unto the second party and to his heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, and described as follows:-

Beginning at a 2 x 3_ fence post marked with 3 nails on its Easterly side for the Southerly line of Divine Street and with 3 nails on its Northerly side for the property line and set in the Southerly line of Divine Street at a point distant 100 feet Easterly from its point of intersection with the Easterly line of Terraine Street; and running thence Easterly along said Southerly line of Divine Street 35 feet to a 2 x 3_ white stake; thence at right angles Southerly and parallel to said Easterly line of Terraine Street 122.84 feet to a 2 x 3_ white stake; thence at right angles Westerly and parallel to said Southerly line of Divine Street 35 feet and thence Northerly and parallel to said Easterly line of Terraine Street 122.84 feet to the point of beginning.

Acknd. June 30,1905.

Before John McCallan, N.P. in and for the City and County of San Francisco, State of California.

Recorded July 5,1905.

Liber 295 of Deeds, Page 536.

NOTE: In the body of the certificate of acknowledgment to foregoing deed the Notary Public's name is given as John Mac Callan.

Grantee's interest not searched.

George A.Newhall and
Caroline T.Newhall, his wife,

TO

Charles Beltrano
Margherita Matteis and
Severino Musso

D E E D.

Dated December 27,1905.

Cons: $10.

Doth grant, bargain and sell, convey and confirm unto the second parties and to their heirs and assigns forever, all that parcel of land situate in the City of San Jose, County of Santa Clara, and described as follows:

Commencing at the point of intersection of the Southerly line of Divine Street with the Westerly line of San Pedro Street; and running thence Southerly and along the Westerly line of San Pedro Street 47.22 feet; thence Westerly and parallel with said Southerly line of Divine Street 130 feet; thence Northerly and parallel with said Westerly line of San Pedro Street 47.22 feet to said Southerly line of Divine Street; thence Easterly and along said line of Divine Street 130 feet to the point of beginning.

Acknd. January 3,1905

Before John McCallan, N.P. in and for the City & County of San Francisco,State of California.

Recorded February 21,1906.

Liber of Deeds, Page .

NOTE: Abstracted from original instrument.
Grantee's interest not searched.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

TAXES.

STATE COUNTY AND CITY.

W.San Pedro 47.22 S.Divine S.94.46 W.150 N.18.84

W.15 N. 122.84 to Divine E.35 S.47.22 E.130 to beginning.

FiscalYears.

1904-1905 Paid.

1905-1906 Paid.

NO JUDGMENT LIENS.

The foregoing CONTINUATION consisting of pages 100 to 104 inclusive, made at SAN JOSE, CALIFORNIA, MARCH THIRD 1906 at Nine o'clock A.M.

SAN JOSE ABSTRACT COMPANY.

By J.M. Pelham

Manager.

Continuation of the Foregoing Abstract.

AS TO

The property described in the following deed from George A. Newhall et ux to Gus Wendt.

George A. Newhall and

Caroline T. Newhall, his wife

—TO—

Gus Wendt

D E E D

Dated March 7, 1906

Cons: $10.00

Grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever all that certain parcel of land in the City of San Jose, County of Santa Clara, State of California, bounded and described as follows, to wit:

Commencing at a point on the Westerly line of San Pedro Street distant Southerly 47.22 feet from the point of intersection of the Southerly line of Divine Street with the Westerly line of San Pedro Street and running thence Westerly and parallel with said Southerly line of Divine Street 130 feet; thence Northerly and parallel with said Westerly line of San Pedro Street 47.22 feet; thence Westerly and along said Southerly line of Divine Street 35 feet to land of DeSmet; thence Southerly and parallel with said Westerly line of San Pedro Street 122.84 feet to the land of Pellier; thence Easterly and parallel to said Southerly line of Divine Street 15 feet; thence Southerly and parallel to said Westerly line of San Pedro Street 18.84 feet; thence running Easterly 150 feet to the said Westerly line of San Pedro Street; thence Northerly and along said Westerly line of San Pedro Street 94.46 feet to the point of beginning.

Acknd. March 10, 1906

Before John McCallan, N. P. San Francisco

Recorded March 12, 1906

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

106

(over)

T A X E S

S T A T E C O U N T Y A N D C I T Y

Fiscal Years

1906-1907 Paid

1907-1908 Due and payable

N O J U D G M E N T L I E N S

The foregoing CONTINUATION consisting of pages 105 to 107 inclusive made at SAN JOSE, CALIFORNIA, DECEMBER THIRD, 1907 at Nine o'clock A. M.

SAN JOSE ABSTRACT COMPANY,

By J. C. Edwards

Manager

Ballou
formerly Douglas.

GREEN ST.

217 7/12 vs = 599 2/12"

666 vs 2228'

9.22 chs

N. 29 45' W

STEET.

MARKET ST.

JULIAN ST.

City to

E. P. Reed
Pd 418

formerly R. M. Flores

332 1/3'

DIVINE ST.

422'

High board Fence

S. 75° 15' W. 7.96 chs

Pettier

Tract.

City to

Louis Pettier.
Ld 503.

TERRAINE ST.

SAN PEDRO

50' 50' 50' 150' 136.90'

122.84' 27 26 25 122.84' 91.10'

183.2'

30' 146.68'

30'

150'

22.84' 22 23 24 122.84' 183.2'

Wm Abel

Wm Abel

N. 6° W 390 chs

32.90' 30'

150'

Flores

Bassler.

ST. JAMES ST.

S. 76° W

AZEQUIA

100'

50'

Prieto

Solar

Chabot a

Alley.

Map
Showing location of
Geo. A. Nerrhall property
IN THE
City of San Jose
Compiled by The San Jose Abstract Co.
Scale 80 to 1".